

BHADRAVATI DIVISION.

Abstract Notification dated 5th April 1931.

The attention of the public is invited to the Bamboo tender notification of Umblebyle and Thadasa Ranges for the calendar year 1931, fixed for the 29th April 1931, published on pages 358 to 360, Part VI of the *Mysore Gazette*, dated 16th April 1931.

SALE OF SANDAL WHITE CHIPS.

Notification dated 9th April 1931.

The undermentioned quantity of sandal white chips will be sold by public auction under the following conditions at Tarikere Sandal Koti by the District Forest Officer, Bhadravati Division or any other Gazetted Officer deputed by him for the purpose at 3 p.m., on the date noted below :—

Name of Koti	Place of sale	Quantity Approximate	Date of sale	Remarks
Tarikere Sandal Koti	Sandal Koti Tarikere	T. C. lbs 25 0 0	30th April 1931	Quantity more or less.

Conditions.

1. Earnest deposit of Rs. ten should be paid by each bidder who intends to purchase the exposed quantity in one lot before the sale commences.
2. Full value of the auction sale should be paid up after the close of the sale.
3. The quantity sold should be removed within three days of the sale under the cover of passports for each consignment issued by an authorised officer of the Sandal Koti.
4. The purchaser loses the claims for the quantity unremoved by him after the expiry of the time allowed and the said quantity becomes the absolute property of Government free of encumber.
5. The purchaser should bind himself to the sale rules of the Department and to the rules laid down in the Forest Regulations with regard to the protection of Government property and liability.

SALE OF TIMBER.

Notification dated 16th April 1931.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following Depot by the District Forest Officer, Bhadravati Division, or any other Gazetted Officer deputed by him for the purpose from 3 p.m. on the date noted below :—

Sl. No.	Name of Depot	Description of timber	Date of sale	Remarks
		Teak C ft.		
1	Channagiri Depot	4,500	18th May 1931	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale; but defaulters to the department will not be allowed to bid at the sales.
In the case of purchasers of timber in small quantities full value thereof, will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.
2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.
3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.
4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of the confirmation of the sale, whichever is later. In case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 30th June, 1931. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

Ordinarily no extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date interest will be charged therein at 9 per cent per annum.

8. If the amount is not fully paid for by the purchaser before the date fixed above, the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale (and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited, shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

SALE OF TIMBER TREES.

Notification dated 16th April 1931.

Sealed tenders will be received at the Office of the District Forest Officer, Bhadravati up to 4 P.M. on 11th May 1931 for the purchase of the right to cut and remove the teak timber trees in the undermentioned coupes of the State Forests in the Bhadravati Division for the period from the date of confirmation to the 30th June 1931.

Name of Sub-Division	Name of Range	Name of Forest	Name of working coupe	Coupe number	Sub-coupe number	Area in acres and approximate quantity of teak poles		Remarks
Bhadravati	Channugiri	Kukavada-Ubrani State Forest.	Coupe with standard	1 of 24-30	5	40	Sub- 500	The coupe is situated near Kana-kalmatti or Kukavada-Ubrani State Forest and adjoins the tram line in the 11th mile on Bhadravati Gangoor tram line and lies at a distance of 12 miles from Bhadravati and 8 miles from Sivano Railway Station and 16 miles to Channagiri Road.
					6	40	500	
						40	500	
						40	Do 500	
						40	500	
						30	Do 500	
					Total	240	..	

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber from the coupes and that the Forest Department will not undertake any responsibility in the matter of

2. Each tenderer shall be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 100 (rupees one hundred only) as earnest money with the officer conducting the sale; the deposit will be returnable to him if his tender is not accepted. The person whose tender is accepted shall immediately after the acceptance of the tender pay 25 per cent of the tender amount less the deposit already paid, failing which, the right will be resold or worked by the department at the risk of the defaulting tenderer. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to offer their tenders.

4. The standing timber except those reserved by the department will be sold either by cubic feet, (i.e., the bidders will have to bid at so much per cubic feet of timber) or for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. "Interest at 9 per cent per annum will be charged on all arrears of lease amount if permitted to be paid after due date, but before resale." He will be liable for the loss, if any, that may result by resale which will be recovered from him as an arrear of land revenue, but not participate in any gain. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(a) That he shall fell and remove the timber purchased by him before the 15th June 1931.

(b) That he shall make the fellings of the trees in consecutive order from one side coppicing the stumps at not more than 6" from the ground leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding minor forest produce and all trees, shrubs and thorny growths that are coming up within a radius of six feet from the sandal trees and saplings.

(c) That if any standard trees or other trees and saplings to be preserved on the area are cut, he shall pay a fine not exceeding Rs. 10 per tree, care should be taken to fell so as not to cause damage to the surrounding growth.

(d) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(e) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(f) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(g) That he shall not effect any forest operation in the Forest after sunset and before sunrise.

(h) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(i) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after 30th June 1931.

(j) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(k) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as noted in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

H. V. RANGASWAMY IYENGAR,

District Forest Officer.